

B7 (Official Form 7) (04/13)

UNITED STATES BANKRUPTCY COURT

District of South Carolina

In re: Gup's Hill Plantation, LLC,
Debtor

Case No. 15-04492-dd
(if known)

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

1. Income from employment or operation of business

None
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

See attached schedule

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2. Income other than from employment or operation of business

None
☒

State the amount of income received by the debtor other than from employment, trade, profession, operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

3. Payments to creditors

Complete a. or b., as appropriate, and c.

None
☒

a. Individual or joint debtor(s) with primarily consumer debts: List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF
PAYMENTS

AMOUNT
PAID

AMOUNT
STILL OWING

None
☐

b. Debtor whose debts are not primarily consumer debts: List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF
PAYMENTS/
TRANSFERS

AMOUNT
PAID OR
VALUE OF
TRANSFERS

AMOUNT
STILL
OWING

See attached schedule

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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None

☐

c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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Bettis C. Rainsford, Box 388, Edgefield, SC
See attached schedule

4. Suits and administrative proceedings, executions, garnishments and attachments

None

☐

a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
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See attached schedule

None

☒

b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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5. Repossessions, foreclosures and returns

None

☐

List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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Wells Fargo Bank, Gup's Hill Property,
LLC

06/22/2015

Dozier Tract \$125,713.79

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6. Assignments and receiverships

None
☒

a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF ASSIGNEE

DATE OF
ASSIGNMENT

TERMS OF
ASSIGNMENT
OR SETTLEMENT

None
☒

b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF CUSTODIAN

NAME AND LOCATION
OF COURT
CASE TITLE & NUMBER

DATE OF
ORDER

DESCRIPTION
AND VALUE
OF PROPERTY

7. Gifts

None
☒

List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF PERSON
OR ORGANIZATION

RELATIONSHIP
TO DEBTOR,
IF ANY

DATE
OF GIFT

DESCRIPTION
AND VALUE
OF GIFT

8. Losses

None
☒

List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION
AND VALUE OF
PROPERTY

DESCRIPTION OF CIRCUMSTANCES AND, IF
LOSS WAS COVERED IN WHOLE OR IN PART
BY INSURANCE, GIVE PARTICULARS

DATE
OF LOSS

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9. Payments related to debt counseling or bankruptcy

None
☒

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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10. Other transfers

None
☐

a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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See attached schedule

None
☒

b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

None
☒

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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12. Safe deposit boxes

None
☒

List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

None
☒

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

None
☒

List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

None
☒

If debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

None



If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

None



a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None



b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None



c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18. Nature, location and name of business

None



a. *If the debtor is an individual*, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or

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other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Edgefield Inn	58-2326475	702 Augusta Road, Edgefield, SC 29824	Hotel	Nov., 1997-Present

None
☒

b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None
☐

a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
Bettis C. Rainsford 108 1/2 Court House Square, Edgefield, SC 29824	1997-present

None
☒

b. List all firms or individuals who within **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
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None
☒

c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

ADDRESS

None
☐

d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

AgSouth Farm Credit

06/23/2014

20. Inventories

None
☒

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT
OF INVENTORY
(Specify cost, market or other basis)

None
☒

b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES
OF CUSTODIAN
OF INVENTORY RECORDS

21. Current Partners, Officers, Directors and Shareholders

None
☐

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

Bettis C. Rainsford

Sole Member

100.00

None
☐

b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

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22. Former partners, officers, directors and shareholders

None
☒

a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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None
☒

b. If the debtor is a corporation, list all officers or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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23. Withdrawals from a partnership or distributions by a corporation

None
☐

If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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Bettis C. Rainsford. See attached
schedule also submitted as 3c

24. Tax Consolidation Group.

None
☒

If the debtor is a corporation, list the name and federal taxpayer-identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER-IDENTIFICATION NUMBER (EIN)
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25. Pension Funds.

None
☒

If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER-IDENTIFICATION NUMBER (EIN)
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* * * * *

[If completed by an individual or individual and spouse]

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I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date _____ Signature of Debtor _____

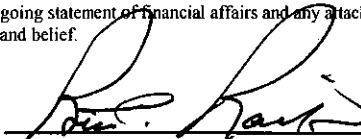
Date _____ Signature of Joint Debtor (if any) _____

[If completed on behalf of a partnership or corporation]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date 10/22/2015

Signature



Print Name and Title Bettis C. Rainsford, Member/Manager

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

25 continuation sheets attached

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any, of Bankruptcy Petition Preparer

Social-Security No. (Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social-security number of the officer, principal, responsible person, or partner who signs this document.

Address

Signature of Bankruptcy Petition Preparer

Date

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 18 U.S.C. § 156.

Gup's Hill Plantation, LLC
Case Number 15-04492-dd

Statement of Financial Affairs

Question 1.

Income from Employment or Operation of Business

	Jan 1-Aug 18 2015	Full Year 2014	Full Year 2013
Revenue			
Rental Properties			
Thomas Property	3,200	2,400	0
Bay Cottage	2,348	4,470	3,319
Post Office	35,150	48,331	57,119
Goodin House	3,200	3,200	0
Old Edgefield Grill	4,000	3,000	0
Turner Building	6,825	15,575	12,000
Total Rental Properties	<u>54,723</u>	<u>76,976</u>	<u>72,438</u>
Timberland	7,425	453,252	5,411
Edgefield Inn	<u>333,119</u>	<u>505,876</u>	<u>478,708</u>
Total Revenue	<u>449,990</u>	<u>1,113,081</u>	<u>628,995</u>
Expenses			
Rental Properties			
Bay Cottage	0	180	2,187
Thomas Property	0	0	6,586
Carpenter's Stand	0	3	172
Goodin House	479	350	3,354
Industrial Park	0	700	4,302
Little House	183	334	467
Post Office	36,586	27,813	33,246
Rectory	0	21	1,020
Old Edgefield Grill	4,792	23	8,736
Penn Square Building	283	381	249
Turner Building	<u>1,304</u>	<u>1,491</u>	<u>5,600</u>
Total Rental Properties Expenses	<u>43,629</u>	<u>31,297</u>	<u>65,920</u>
Timberland			
Repair & Maintenance			
Total Timberland Expenses	<u>7,266</u>	<u>33,998</u>	<u>22,151</u>
Edgefield Inn			
Administrative Expenses	15,994	33,309	31,765
Payroll Expenses	121,264	212,639	204,538
Payroll Tax Expense	11,910	22,401	15,927
Real Estate Expenses	32,454	43,463	38,062
Supply Expenses	22,126	40,240	24,420
Utility Expenses	<u>42,803</u>	<u>63,036</u>	<u>58,298</u>
Total Inn Expenses	<u>246,550</u>	<u>415,087</u>	<u>373,010</u>
Total Expenses	<u>297,445</u>	<u>480,382</u>	<u>461,080</u>
Net Income			
Rental Properties	11,094	45,680	6,518
Timberland	7,425	419,254	(16,740)
Edgefield Inn	<u>86,568</u>	<u>90,789</u>	<u>105,699</u>
Total Net Income	<u>105,088</u>	<u>555,723</u>	<u>95,477</u>

Gup's Hill Plantation, LLC
Case Number 15-04492-dd

Statement of Financial Affairs

Question 3.b.

Payments to Creditors

May 19, 2015 - August 18, 2015

Type	Date	Num	Name	Memo	Account	Amount
General Journal	05/19/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	240.84
Check	05/19/2015	1734	Town of Edgefield	58-2326475 - Annual Business License	Licenses, Dues, & Subscription	35.06
Check	05/19/2015	1736	Alex Glanton	Alex pay for week of 05/15	Contract Labor	100.00
General Journal	05/20/2015	PURCH	Heritage Hardware	Heritage Hardware	Building Repairs	18.21
Check	05/22/2015	1606	Mike McKelvin		Grounds Maintenance	80.00
General Journal	05/26/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	41.17
General Journal	05/27/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	28.62
Check	05/28/2015	1766	Alex Glanton	Alex pay for week of 05/28	Contract Labor	0.00
Check	05/28/2015	1767	ECDA	Business Membership	Marketing, Ads/Promotions	50.00
Check	05/29/2015	1768	Bettis C. Rainsford		Bettis C. Rainsford	1,000.00
Check	05/29/2015	1769	Kathryn S. Rainsford		Bettis C. Rainsford	1,000.00
General Journal	05/29/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	76.51
General Journal	05/31/2015	Payment	Atlanta Postal Credit Union	Payment by check directly paid to APCU	Payment of Interest & Princ.	4,393.75
General Journal	06/01/2015	PURCH	Dollar General Store	Dollar General	Miscellaneous Supplies	29.96
General Journal	06/01/2015	PURCH	Sam's Club	Sam's Club	Breakfast Supplies	378.40
Check	06/01/2015	1771	FB Acquisition Property I, LLC	June 1st Payment	Building loan	3,000.00
General Journal	06/01/2015	CC	Bettis C. Rainsford	Office Management	Bettis C. Rainsford	3,750.00 *
General Journal	06/03/2015	yahoo	Yahoo.com	Yahoo	Management Information Syste	13.94
General Journal	06/03/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	122.91
Check	06/03/2015	1772	Bettis C. Rainsford, Jr.		Bettis C. Rainsford	2,000.00
Check	06/03/2015	1773	Bettis C. Rainsford, Jr.		Bettis C. Rainsford	700.00
Check	06/04/2015	1760	Bettis C. Rainsford		Bettis C. Rainsford	5,500.00
Check	06/04/2015	1761	Alex Glanton	Alex pay for week of 05/28	Garnishments	0.00
Check	06/04/2015	1789	Debra Pacifico	Turner Building	Bettis C. Rainsford	500.00
General Journal	06/08/2015	PURCH	Dollar General Store	Dollar General	Housekeeping & Laundry	31.66
General Journal	06/08/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	36.02
General Journal	06/08/2015	yahoo	Yahoo.com	Yahoo	Management Information Syste	19.99
General Journal	06/08/2015		Network Solutions	Web Network Solutions	Management Information Syste	64.95
Check	06/08/2015	1784	Fred Freeman	Repairing lawnmower	Grounds Maintenance	584.03

General Journal	06/09/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	147.82
General Journal	06/09/2015	PURCH	Freds	Freds	Housekeeping & Laundry	9.63
Check	06/09/2015	1785	Bettis C. Rainsford		Bettis C. Rainsford	1,500.00
Check	06/09/2015	1786	Edgefield Storage LLC		Bettis C. Rainsford	600.00
General Journal	06/10/2015	PURCH	Dollar General Store	Dollar General	Housekeeping & Laundry	21.40
General Journal	06/11/2015	PURCH	Sam's Club	Sam's Club	Linen Replacement	230.63
Check	06/11/2015	1787	Edgefield County Chamber of Comm #115		Marketing, Ads/Promotions	100.00
Check	06/12/2015	1788	Kathryn S. Rainsford		Bettis C. Rainsford	200.00
Check	06/12/2015	1800	Ryans Mathis, April	Loan	Employee Advances	300.00
Check	06/12/2015	1802	Fred Caprio	VOID:	Grounds Maintenance	0.00
Check	06/12/2015	1801	Fred Freeman	pole saw repair	Grounds Maintenance	65.49
Check	06/12/2015	1803	Debra Pacifico	Turkey Shoppe Roof	Bettis C. Rainsford	1,300.00
General Journal	06/15/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	76.00
Check	06/15/2015	1804	Bettis C. Rainsford		Bettis C. Rainsford	1,000.00
General Journal	06/16/2015	PURCH	Postmaster		Postage and Delivery	49.00
General Journal	06/17/2015	PURCH	Staples	Staples - new telephones	Office Equipment Costs	307.60
General Journal	06/17/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	153.63
Check	06/17/2015	1807	Folk-Mercantile LLC		Bettis C. Rainsford	1,200.00
General Journal	06/18/2015	PURCH	Sam's Club	Sam's Club	Breakfast Supplies	92.16
General Journal	06/18/2015	PURCH	Walmart		Housekeeping & Laundry	21.52
General Journal	06/18/2015	exp payment	EXPEDIA	Expedia	Regions Operating DIP 7464	-34.50
General Journal	06/18/2015	exp payment	EXPEDIA	Expedia	Expedia Room Bookings	279.47
General Journal	06/18/2015	purch	Lowe's	Lowe's	Building Repairs	151.12
Check	06/19/2015	1824	Debra Pacifico	Turner Building Roof	Bettis C. Rainsford	500.00
General Journal	06/19/2015	PURCH	Dollar General Store	Dollar General	Miscellaneous Supplies	93.04
Check	06/22/2015	1819	Fred Freeman	Still Saw Repair	Grounds Maintenance	505.10
Check	06/22/2015	1820	Bettis C. Rainsford		Bettis C. Rainsford	2,000.00
General Journal	06/23/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	179.62
Check	06/23/2015	1821	Gerrard, Anthony		Employee Advances	1,000.00
Check	06/23/2015	1822	Emmons Off Road Rescue Systems		Maintenance & Repairs	216.38
Check	06/24/2015	1826	Bettis C. Rainsford		Bettis C. Rainsford	1,500.00
General Journal	06/24/2015	PURCH	Dollar General Store	Dollar General	Miscellaneous Supplies	76.72
General Journal	06/25/2015	PURCH	Heritage Hardware	Heritage Hardware	Maintenance & Repairs	21.24
General Journal	06/25/2015	PURCH	Heritage Hardware	Heritage Hardware	Maintenance & Repairs	12.28
Check	06/26/2015	1828	Edgefield Storage LLC	Payroll Checks from the Inn printed on Edgefield Storage, LLC	Edgefield Storage, LLC	926.68
Check	06/26/2015	1831	Mike McKeivin		Grounds Maintenance	420.00
General Journal	06/26/2015	chargeback			Room revenue (Taxable)	490.00
General Journal	06/29/2015	PURCH	Network Solutions	Network Solutions - Web Hosting/Forwarding	Management Information Syst	184.95
General Journal	06/29/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	103.93
Check	06/29/2015	1614	Edgefield Storage LLC	Reimbursement for Debra Pacifico	Bettis C. Rainsford	600.00
Check	06/29/2015	1833	United States Treasury	58-2326475 Period Ending 03/31/15 - Respo Penalties & Int- ER P/R Taxes		56.79

General Journal	06/30/2015	PURCH	Bi Lo Grocery Store	Bi Lo	Breakfast Supplies	70.02
General Journal	06/30/2015	Payment	Atlanta Postal Credit Union	Payment by check directly paid to APCU	Payment of Interest & Princ.	4,393.75
General Journal	06/30/2015	CC	Bettis C. Rainsford	Office Management	Bettis C. Rainsford	3,750.00 *
Check	07/01/2015	1832	FB Acquisition Property I, LLC	July 1st Payment	Building loan	3,000.00
General Journal	07/02/2015	CC Fee	Central Payment Processing	CC Fee	CCard Discounts Taken (Fees)	1,277.62
Check	07/02/2015	1843	Mike McKelvin		Grounds Maintenance	480.00
General Journal	07/02/2015	cash pd out		Pressure washing paid out of cash	Undeposited Funds	104.51
General Journal	07/02/2015	CC	Heritage Hardware	Heritage Hardware	Building Repairs	2.87
General Journal	07/03/2015		Yahoo.com	Yahoo Domain	Computer Support & Maint.	13.94
General Journal	07/03/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	112.30
General Journal	07/03/2015	PURCH	Dollar General Store	Dollar General	Housekeeping & Laundry	62.86
General Journal	07/06/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	92.93
Check	07/09/2015	1844	Mike McKelvin		Grounds Maintenance	480.00
General Journal	07/09/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	92.72
General Journal	07/10/2015	PURCH	Dollar General Store	Dollar General	Housekeeping & Laundry	8.56
General Journal	07/13/2015	PURCH	Dollar General Store	Dollar General	Housekeeping & Laundry	100.31
General Journal	07/13/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	78.64
General Journal	07/13/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	16.29
General Journal	07/13/2015	PURCH	Bi Lo Grocery Store	Main Street Service	Travel Exp.	32.36
General Journal	07/15/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	40.96
General Journal	07/16/2015	PURCH	Sam's Club	Sam's	Breakfast Supplies	677.18
Check	07/16/2015	1867	James R. Byrd		Maintenance & Repairs	300.00
General Journal	07/17/2015	PURCH		Tri State Technical	Miscellaneous Supplies	278.54
Check	07/17/2015	1879	Mike McKelvin		Grounds Maintenance	852.00
General Journal	07/20/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	82.13
Check	07/22/2015	1882	Edgefield Land Company		Bettis C. Rainsford	2,000.00
Check	07/23/2015	1881	Janet Burgess	Cinnamon Rolls	Breakfast Supplies	62.50
General Journal	07/23/2015	Cash Purch		Laundromat Dryers broke	Housekeeping & Laundry	39.76
General Journal	07/24/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	160.77
Check	07/24/2015	1902	Department of the Treasury	58-2326475	Payroll Tax Penalties & Interest	1,025.00
General Journal	07/24/2015	ECHS	AUTO-OWNERS INSURANCE	Edgefield Inn paid Auto Owners for ECHS	Loan to Bettis C. Rainsford	1,224.50
Check	07/24/2015	1903	Mike McKelvin		Grounds Maintenance	660.00
General Journal	07/27/2015	CC		In Wired Fox T	Room A/C Unit	1,505.20
General Journal	07/27/2015	CC		Lock Tech Supply	Door Key System	127.29
General Journal	07/28/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies	76.02
General Journal	07/28/2015	PURCH	Dollar General Store	Dollar General	Housekeeping & Laundry	92.82
Check	07/30/2015	1914	Mike McKelvin		Grounds Maintenance	610.00
Check	07/31/2015	1930	Fred Freeman	replaced tank grommit	Grounds Maintenance	55.91
General Journal	07/31/2015	PURCH	Dollar General Store	Dollar General	Housekeeping & Laundry	84.45
General Journal	07/31/2015	CC		Office Management	Bettis C. Rainsford	3,750.00 *
General Journal	06/30/2015	Payment	Atlanta Postal Credit Union	Payment by check directly paid to APCU	Payment of Interest & Princ.	4,393.75

General Journal	08/03/2015	CC Fees	Central Payment Processing	Central Payment Fee	CCard Discounts Taken (Fees)
General Journal	08/03/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	1,071.66
Check	08/07/2015	1933	Janet Burgess	Cinnamon Rolls	Breakfast Supplies 217.46
General Journal	08/10/2015	yahoo	Yahoo.com	Yahoo	Breakfast Supplies 37.50
General Journal	08/10/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Marketing, Ads/Promotions 13.94
General Journal	08/11/2015	PURCH	Bi Lo Grocery Store	Bi-Lo	Breakfast Supplies 82.03
Check	08/11/2015	1934	Bettis C. Rainsford		Breakfast Supplies 163.72
Check	08/11/2015	1935	Wired Fox Technologies, Inc.	21879 - Invoice 4 units	Bettis C. Rainsford 4,000.00
Check	08/13/2015	1952	Janet Burgess	Cinnamon Rolls	Room A/C Unit 3,010.40
General Journal	08/13/2015	CC		Office Management	Breakfast Supplies 37.50
General Journal	08/14/2015	PURCH	Sam's Club	Sams	Bettis C. Rainsford 1,875.00 *
General Journal	08/14/2015	PURCH	Dollar General Store	Dollar General	Breakfast Supplies 502.01
Check	08/14/2015	1953	Alex Glanton		Breakfast Supplies 104.59
Check	08/14/2015	1954	Mike McKelvin		Contract Labor 272.00
Check	08/14/2015	1955	Kenneth Carroll		Grounds Maintenance 288.00
General Journal	08/17/2015	PURCH	Heritage Hardware	Heritage Hardware	Grounds Maintenance 96.00
					Building Repairs 207.11
					<u>84,701.10</u>

* Payments accrued on the company's books but not paid in cash.

Gup's Hill Plantation, LLC
Case Number 15-04492-dd

Statement of Financial Affairs
Question 3.c.
Schedule of Payments to Insiders

Type	Date	Name	Memo	Amount	Comp.
General Journal	08/28/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	300.00	
General Journal	08/28/14	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
General Journal	09/02/14	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	09/02/14	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
General Journal	09/03/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
General Journal	09/11/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	300.00	
General Journal	09/12/14	Bettis C. Rainsford	Rent Turner Building - Jacquelyn Josey	425.00	
General Journal	09/25/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	200.00	
General Journal	09/30/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	100.00	
General Journal	10/01/14	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	10/02/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
General Journal	10/06/14	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
General Journal	10/06/14	Bettis C. Rainsford	Rent Turner Building - Jacquelyn Josey	425.00	
General Journal	10/06/14	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
General Journal	10/08/14	Bettis C. Rainsford	Rent Old Edgefield Grill	1,000.00	
General Journal	10/09/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	140.00	
General Journal	10/30/14	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
General Journal	11/02/14	Bettis C. Rainsford	Rent Old Edgefield Grill	1,000.00	
General Journal	11/03/14	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	11/03/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
General Journal	11/04/14	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
General Journal	11/06/14	Family Dentistry	Family Dentistry	783.50	
General Journal	11/06/14	Barnes Oil & Propane	Barnes Oil & Propane	1,045.00	
Check	11/06/15	Edgefield Storage, LLC	Theodore Plair - Warehouse mowing	250.00	
Check	11/10/14	Kathryn S. Rainsford		500.00	
General Journal	11/10/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	100.00	
Check	11/12/14	Bettis C. Rainsford		4,500.00	
Check	11/14/14	Bettis C. Rainsford		1,500.00	
Check	11/17/14	Bettis C. Rainsford		1,500.00	
General Journal	11/17/14	Family Dentistry	Family Dentistry	308.00	
General Journal	11/18/14	U-Haul	U-Haul for KSR	5.68	
General Journal	11/19/14	U-Haul	U-Haul for KSR	250.84	
General Journal	11/20/14	U-Haul	U-Haul for KSR	47.94	

Check	11/21/14	Bettis C. Rainsford		1,000.00
General Journal	11/24/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	100.00
General Journal	12/01/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	400.00
General Journal	12/01/14	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00
General Journal	12/01/14	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00
General Journal	12/03/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00
Check	12/05/14	Folk-Mercantile LLC		4,800.00
Check	12/09/14	Bettis C. Rainsford		1,000.00
General Journal	12/09/14	Bettis C. Rainsford	Rent Old Edgefield Grill	1,000.00
General Journal	12/09/14	Bettis C. Rainsford	Rent Turner Building - Jacquelyn Josey	425.00
General Journal	12/17/14	Willcox Inn	Wilcox Inn	80.89
Check	12/19/14	Bettis C. Rainsford		1,000.00
Check	12/22/14	Kathryn S. Rainsford		1,000.00
Check	12/31/14	Bettis C. Rainsford		1,000.00
General Journal	01/05/15	Bettis C. Rainsford	Rent Thomas Property - Stephen Ferrell	400.00
General Journal	01/05/15	Bettis C. Rainsford	Rent Goodin House - Robert Singleton	400.00
General Journal	01/05/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00
General Journal	01/06/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00
General Journal	01/12/15	Bettis C. Rainsford	Rent Old Edgefield Grill	1,000.00
General Journal	01/13/15	Bettis C. Rainsford	BCR Amex Payment	2,478.52
General Journal	01/20/15	Family Dentistry	BCR Crown	667.50
Check	01/23/15	Bettis C. Rainsford		1,000.00
Check	01/26/15	Bettis C. Rainsford		3,000.00
General Journal	01/27/15	Chef Bobs	Chef Bob's	13.00
General Journal	01/28/15	Park Row	Park Row	38.79
Check	01/29/15	Edgefield Land Company		2,000.00
General Journal	01/30/15	Auto-Owners	Insurance for Edgefield Storage	2,267.00
General Journal	01/31/15	Bettis C. Rainsford	Office Management	(3,750.00) *
General Journal	02/02/15	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00
General Journal	02/02/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00
General Journal	02/03/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00
General Journal	02/04/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	192.00
Check	02/05/15	Kathryn S. Rainsford		250.00
Check	02/10/15	Kathryn S. Rainsford		500.00
General Journal	02/12/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00
General Journal	02/17/15	Family Dentistry	Family Dentistry	667.50
Deposit	02/20/15	Bettis C. Rainsford	Marie & Cash for Computer repair	86.00
Check	02/23/15	Edgefield Land		2,000.00
Check	02/25/15	Kathryn S. Rainsford		300.00
Check	02/25/15	Bettis C. Rainsford		1,000.00
General Journal	02/28/15	Bettis C. Rainsford	Office Management	(3,750.00) *
General Journal	03/02/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00
General Journal	03/02/15	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00
General Journal	03/02/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00

Check	03/03/15	Kathryn S. Rainsford		1,000.00	
Check	03/04/15	SCE&G	KSR Electric	354.07	
Check	03/05/15	Bettis C. Rainsford, Jr.	Rent for KSR	700.00	
Check	03/05/15	Aiken Electric Cooperative	#4611-003 and 4611-01	1,072.71	
Check	03/09/15	Bettis C. Rainsford		1,000.00	
General Journal	03/11/15	Bettis C. Rainsford	Rent Turner Building - Jacquelyn Josey	425.00	
General Journal	03/16/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
Check	03/23/15	Bettis C. Rainsford		2,000.00	
Check	03/25/15	Bettis C. Rainsford		1,500.00	
General Journal	03/25/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	600.00	
Check	03/30/15	Edgefield Land		2,000.00	
Check	03/30/15	Bettis C. Rainsford, Jr.		1,500.00	
Check	03/30/15	Kathryn S. Rainsford		1,000.00	
General Journal	03/30/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
Check	03/31/15	Bettis C. Rainsford		2,763.75	
General Journal	03/31/15	Bettis C. Rainsford	Office Management	(3,750.00)	*
General Journal	04/01/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	04/03/15	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
General Journal	04/05/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
Check	04/08/15	Edgefield Storage, LLC		7,300.00	
Deposit	04/10/15	Edgefield Storage, LLC		4,000.00	
General Journal	04/13/15	Bettis C. Rainsford		300.00	
General Journal	04/15/15	Bettis C. Rainsford	Rent Turner Building - Padgett	2,000.00	
Check	04/28/15	Bettis C. Rainsford	Rent Old Edgefield Grill	2,000.00	
Check	04/28/15	Kathryn S. Rainsford		1,000.00	
Check	04/29/15	Bettis C. Rainsford		1,000.00	
General Journal	04/30/15	Bettis C. Rainsford	Office Management	(3,750.00)	*
General Journal	04/30/15	Edgefield County Historical Soc	Transfer of Loan Payable to BCR	10,461.25	
General Journal	05/01/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	05/04/15	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
Check	05/05/15	Edgefield Land Company		2,000.00	
Check	05/11/15	Bettis C. Rainsford	Amex for BCR	2,000.00	
General Journal	05/12/15	Bettis C. Rainsford		1,732.96	
Check	05/15/15	Bettis C. Rainsford		2,500.00	
General Journal	05/19/15	Bettis C. Rainsford	Rent Old Edgefield Grill	1,000.00	
General Journal	05/21/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
General Journal	05/28/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
Check	05/29/15	Bettis C. Rainsford		1,000.00	
Check	05/29/15	Kathryn S. Rainsford		1,000.00	
General Journal	05/31/15	Bettis C. Rainsford	Office Management	(3,750.00)	*
General Journal	06/01/15	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
General Journal	06/01/15	Bettis C. Rainsford	Office Management	(3,750.00)	*
Check	06/03/15	Bettis C. Rainsford, Jr.		2,000.00	
Check	06/03/15	Bettis C. Rainsford, Jr.		700.00	

Check	06/04/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	5,500.00	
General Journal	06/05/15	Bettis C. Rainsford		400.00	
Check	06/09/15	Bettis C. Rainsford		1,500.00	
Check	06/09/15	Edgefield Storage LLC		600.00	
Check	06/12/15	Kathryn S. Rainsford		200.00	
Check	06/15/15	Bettis C. Rainsford		1,000.00	
General Journal	06/16/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
Check	06/17/15	Folk-Mercantile LLC		1,200.00	
General Journal	06/19/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	292.00	
Check	06/22/15	Bettis C. Rainsford		2,000.00	
Check	06/24/15	Bettis C. Rainsford		1,500.00	
General Journal	06/26/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	356.00	
General Journal	07/03/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	368.00	
General Journal	07/10/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	332.00	
General Journal	07/13/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	07/13/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
General Journal	07/15/15	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
General Journal	07/17/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	208.00	
General Journal	07/21/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
Check	07/22/15	Edgefield Land Company		2,000.00	
General Journal	07/24/15	Auto-Owners	For ECHS policy	1,224.50	
General Journal	07/29/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
General Journal	07/31/15	Bettis C. Rainsford	Office Management	(3,750.00) *	
General Journal	08/03/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	08/05/15	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
Check	08/11/15	Bettis C. Rainsford		4,000.00	
General Journal	08/13/15	Bettis C. Rainsford	Office Management	(1,875.00) *	
General Journal	08/18/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
General Journal	08/18/15	Bettis C. Rainsford	Rent for the year for the Post Office	52,725.00	
General Journal	08/18/15	Bettis C. Rainsford	Rent taken by Atlanta Postal Credit Union	(52,725.00) **	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Bay Cottage	(180.00)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Goodin House	(479.49)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Industrial Park	(700.00)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Little House	(87.75)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Post Office	(1,347.25)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Old Edgefield Grill	(4,792.49)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Penn Building	(447.11)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Turner Building	(4,744.75)	
				101,733.56	(28,125.00)

* Management Fee expenses for Bettis C. Rainsford for the year have been accrued on the company's books but not paid.

** Atlanta Postal Credit Union has received all rent checks during this year.

Gup's Hill Plantation, LLC
Case Number 15-04492-dd

Statement of Financial Affairs
Question 4.a.
Suits and Administrative Proceedings, Executions, Garnishments and Attachments

Caption of Suit	Case Number	Nature	Court or Agency	Status
AgSouth vs. Gup's Hill Plantation, LLC, et.al.	2014-CP-19-351	Foreclosure	SC Court of Common Pleas	Foreclosure Decree Entered
Atlanta Postal Credit Union vs. Rainsford Holdings, LLC, et.al.	2015-CP-19-073	Foreclosure	SC Court of Common Pleas	Pending
FB Acquisition Property, LLC vs. Edgefield Inn, LLC, et.al.	2013-CP-19-253	Foreclosure	SC Court of Common Pleas	Pending
TD Bank vs. Gup's Hill Plantation, LLC, et.al.	2014-CP-19-123	Foreclosure	SC Court of Common Pleas	Pending

Gup's Hill Plantation, LLC
Case Number 15-04492-dd

Statement of Financial Affairs
Question 10.a.
Other Transfers

<u>Grantee</u>	<u>Date</u>	<u>Nature</u>	<u>Description</u>	<u>Consideration</u>
Henry T. Snead	08/20/13	Fee Simple	House & Lot 409 Main Street Edgefield	\$175,000
Kathryn S. Rainsford	06/30/15	Mortgage *	First Mortgage on Hillcrest Park 9.89 acres, Town of Edgefield	\$500,000
Plantation House, LLC	06/30/15	Fee Simple *	Hillcrest Park 9.89 acres, Town of Edgefield	\$5.00 but subject to the mortgage of \$500,000 to Kathryn S. Rainsford

* See Attached Documents

State of South Carolina :
:
County of Edgefield :

Promissory Note

FOR VALUE RECEIVED, Rainsford Holdings, LLC of P.O. Box 388, Edgefield, South Carolina 29824 stand fully bound to Kathryn S. Rainsford of 5997 Edgefield Road, Trenton, South Carolina 29847 in lawful money of the United States of America, the principal sum of Five Hundred Thousand Dollars (\$500,000.00) and being payable, without interest, on June 30, 2025.

It is specifically understood that this Non-Recourse Promissory Note is given by Rainsford Holdings, LLC to further secure the payment of that Judgment Obligation of Bettis C. Rainsford to Kathryn S. Rainsford, a transcript of which is recorded in the Office of the Clerk of Court for Edgefield County in Judgment Roll 2010-19-462. Rainsford Holdings, LLC plans to transfer the property known as Hillcrest Park in the Town of Edgefield which it currently owns to Plantation House, LLC in order to expedite the sale and/or development of this property and the nearby property of Plantation House, LLC. Kathryn S. Rainsford's judgment of record encumbers this property as the property was owned by Bettis C. Rainsford at the time the said judgment was filed. However, in order to insure that she has a valid lien on the property, Kathryn S. Rainsford has requested that a Non-Recourse Mortgage on the property be executed and filed. It is understood that the liability of Rainsford Holdings, LLC under this Non-Recourse Promissory Note is limited to the value of the land securing it.

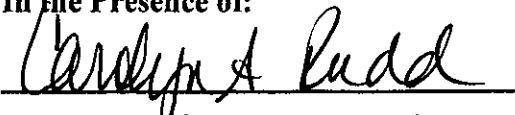
If default be made in the performance of, or compliance with, any of the covenants and conditions of the mortgage, any other provision securing this Note or any payment provided for in this Note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

If this Note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate of bankruptcy courts, or under foreclosure proceedings under the mortgage securing this note, then all costs of collection, including a reasonable sum for attorney's fees shall be added hereto as attorney's fees secured and collectible as the principal hereof, subject to the provisions above.

IN WITNESS WHEREOF, this Note is duly executed on this 30th day of June, 2015.

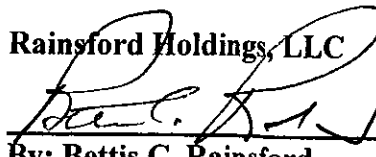
Signed, Sealed and Delivered

In the Presence of:





Rainsford Holdings, LLC



By: Bettis C. Rainsford

State of South Carolina

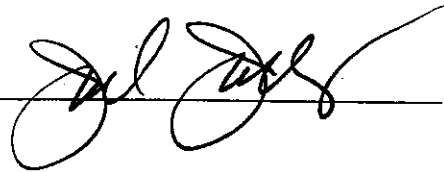
Probate

County of Edgefield

Personally appeared before me the undersigned witness and made oath that she saw the within named Rainsford Holdings, LLC, by Bettis C. Rainsford, sign, seal and as its act and deed deliver the within written Promissory Note; and that she with Carolyn Rudd witnessed the execution thereof.

Sworn to before me this 30th
Day of June, 2015

Carolyn A. Rudd (Seal)

A handwritten signature in black ink, appearing to read "Bettis C. Rainsford", is written over a horizontal line.

Notary Public for South Carolina
My Commission Expires: March 4, 2024

201500002565
Filed for Record in
EDGEFIELD COUNTY, SC
CHARLES L. REEL, CLERK OF COURT
08-11-2015 At 04:31 pm.
MORTGAGE 10.00
OR Book 1538 Page 78 - 81

State of South Carolina :
: **Mortgage of Real Estate**
County of Edgefield :

Instrument Book Page
201500002565 OR 1538 78

THIS MORTGAGE made this 30th day of June, 2015 by Rainsford Holdings, LLC (hereinafter referred to as "Mortgagor"), whose address is P.O. Box 388, Edgefield, South Carolina 29824 and given to Kathryn S. Rainsford (hereinafter referred to as "Mortgagee"), whose address is 5997 Edgefield Road, Trenton, South Carolina 29847.

WITNESSETH:

THAT WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Five Hundred Thousand Dollars (\$500,000.00), which indebtedness is evidenced by the Non-Recourse Promissory Note of even date hereof, said principal together with interest thereon being payable as provided for in said Note, the terms of said Note and any other agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$500,000.00, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

All that certain piece, parcel or tract of land known as Hillcrest Park; situate, lying and being in the Town and County of Edgefield, State of South Carolina; containing Nine and 89/100's (9.89) acres, more or less; being designated in the Office of the Tax Assessor for Edgefield County as tax parcel numbers 137-07-01-043 and 137-03-03-018; and being bounded on the North by the right-of-way of Norris Street; on the East by the right-of-way of Jones and Circle Streets; on the South by lands now or formerly of M. H. McCary and by lands of Concordia Lodge 50 AFM; and on the West by the right-of-way of Penn Street; all as is more particularly shown on plats recorded in the Office of the Clerk of Court for Edgefield County in Judgment Roll 20,778 and Plat Book 5 at page 24.

This being composed of properties conveyed to Grantor by deeds of Hillcrest Investment Associates Limited Partnership, dated November 6, 1987 and recorded in the Office of the Clerk of Court for Edgefield County in Deed Book

112 at page 103, and by deed of the Central of Georgia Railroad Company, dated March 24, 1988 and recorded in the office of the Clerk of Court for Edgefield County in Deed Book 114 at Page 123.

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the successors of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and are lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs or assigns of Mortgagee from and against Mortgagors and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nonetheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void: otherwise said estate shall remain in full force and effect. It is specifically understood that the liability of Rainsford Holdings, LLC under the Non-Recourse Promissory Note is limited to the value of the land secured by this Mortgage.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

MORTGAGOR further covenants and agrees with Mortgagee as follows:

1. **Default.** The occurrence of any of the following events shall be deemed a Default under this Mortgage:
 - (a) failure of Mortgagor to pay any installment of principal or interest upon the Note or Notes hereby secured when due;
 - (b) failure of Mortgagor to pay any other sum secured by the Mortgage when due;
 - (c) failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage or in any loan agreement entered into between the Mortgagor and Mortgagee with respect to the indebtedness hereby secured within ten (10) days following the giving of notice by Mortgagee to Mortgagor to observe or perform the same; or
 - (d) adjudication of Mortgagor as bankrupt, written admission by Mortgagor of an inability to pay the debts of Mortgagor as they mature, assignment of the assets of Mortgagor for the benefit of creditors, request or petition by Mortgagor for the appointment of a receiver, trustee or conservator of the assets of Mortgagor or for reorganization or liquidations of Mortgagor, or acquiescence by Mortgagor to any such request or petition made by another person.
2. **Remedies.** Upon the occurrence of a Default as hereinabove defined, Mortgagee may declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. At the foreclosure Mortgagee shall be entitled to bid and to purchase the

Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Mortgagee in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Mortgagee simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

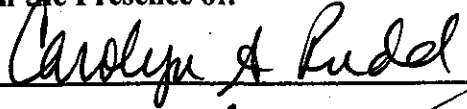

3. **Waiver by Mortgagee.** Mortgagee may, in the sole discretion of Mortgagee, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Mortgagee of any other right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.
4. **Waiver by Mortgagor.** Mortgagor understands that upon default hereunder, among other remedies set out herein and in the above referenced Non-Recourse Promissory Note, the Mortgagee may foreclose upon the mortgaged premises, but shall not seek a deficiency judgment as this Mortgage and the Non-Recourse Promissory Note which it secures are Non-Recourse, and the Mortgagor's liability is limited to the value of the collateral under this mortgage.
5. **Notices.** Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed certified mail return receipt requested to the party to whom directed at the latest address of such party known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.
6. **Miscellaneous.**
 - (a) It is understood and agreed that all indebtedness of Mortgagor to Mortgagee at any time hereafter existing resulting from advances and re-advances heretofore, now or hereafter made by Mortgagee to Mortgagor, regardless of whether such advances and re-advances are made at the option of the Mortgagee or otherwise, will be secured by this instrument up to the maximum principal amount hereinabove set forth plus interest thereon, court costs and attorneys fees until all of said indebtedness has been satisfied in full.
 - (b) The agreements herein shall inure to the benefit of Mortgagee, its successors and assigns, and any successor or assign of Mortgagee may make advances hereunder, and all advances and all other indebtedness of Mortgagors to such successor or assign shall be secured hereby.
 - (c) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.
 - (d) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
 - (e) If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending

the limit of validity prescribed by law, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity; and if such clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage, in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

- (f) This Mortgage shall be construed and enforced in accordance with the laws of South Carolina.

IN WITNESS WHEREOF, Mortgagor have executed this Mortgage under seal the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

Rainsford Holdings, LLC


By: Bettis C. Rainsford

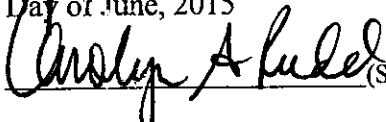
State of South Carolina

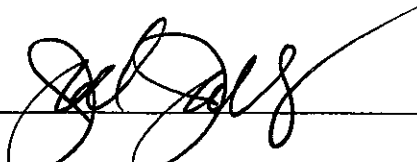
Probate

County of Edgefield

Personally appeared before me the undersigned witness and made oath that she saw the within named Rainsford Holdings, LLC, by Bettis C. Rainsford, sign, seal and as its act and deed deliver the within written Mortgage; and that she with Carolyn Rudd witnessed the execution thereof.

Sworn to before me this 30th
Day of June, 2015

 (Seal)



Notary Public for South Carolina
My Commission Expires: March 4, 2024

201500002548
Filed for Record in
EDGEFIELD COUNTY, SC
CHARLES L. REEL, CLERK OF COURT
2015 At 12:43 pm.
DEED 10.00
OR Book 1538 Page 90 - 93

State of South Carolina

Title to Real Estate

County of Edgefield

Know All Men by these Presents, that Rainsford Holdings, LLC, of P.O. Box 388, Edgefield, S.C. 29824, hereinafter referred to as "Grantor," for and in consideration of the sum of Five Hundred Thousand Dollars (\$500,000.00) (being the amount of mortgage debt on the property hereby conveyed existing as of the date of this deed as shown on the Mortgage which is recorded in Record Book 1538 at Page 78 in the office of the Clerk of Court of Edgefield County, South Carolina) by Plantation House, LLC, of 108 ½ Court House Square, Edgefield, S.C. 29824, hereinafter referred to as "Grantee," the receipt and sufficiency whereof is hereby acknowledged, at and before the sealing of these presents, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantee, its successors and assigns forever, the following parcel or tract of property:

201500002548
CHARLES L. REEL
CLERK OF COURT
EDGEFIELD COUNTY, SC
08-12-2015 12:43 PM.
REC FEE: 10.00
EXEMPT

All that certain piece, parcel or tract of land known as Hillcrest, situate, lying and being in the Town and County of Edgefield, State of South Carolina; containing Nine and 89/100's (9.89) acres, more or less; being designated in the Office of the Tax Assessor for Edgefield County as tax parcel numbers 137-07-01-043 and 137-03-03-018; and being bounded on the North by the right-of-way of Norris Street; on the East by the right-of-way of Jones and Circle Streets; on the South by lands now or formerly of M. H. McCary and by lands of Concordia Lodge 50 AFM; and on the West by the right-of-way of Penn Street; all as is more particularly shown on plats recorded in the Office of the Clerk of Court for Edgefield County in Judgment Roll 20,778 and Plat Book 5 at page 24.

This being composed of properties conveyed to Grantor by deeds of Hillcrest Investment Associates Limited Partnership, dated November 6, 1987 and recorded in the Office of the Clerk of Court for Edgefield County in Deed Book 112 at page 103, and by deed of the Central of Georgia Railroad Company, dated March 24, 1988 and recorded in the office of the Clerk of Court for Edgefield County in Deed Book 114 at Page 123.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To have and to hold, all and singular the premises before mentioned unto the said Grantee, its successors and assigns forever.

And Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns forever, against itself, its successors and all persons whomsoever lawfully claiming, or to claim, the same or any part thereof.

RECORDED WITH
137-03-03-018
6-30-15

In Witness Whereof the Grantor has executed this document this 30th day of June in the year of our Lord two thousand and fifteen and in the two hundredth and thirty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
In the Presence of:

Carolyn A. Rudd

[Signature]

State of South Carolina

Rainsford Holdings, LLC

[Signature]

By: Bettis C. Rainsford

Probate

County of Edgefield

Personally appeared before me the undersigned witness and made oath that she saw the within-named Rainsford Holdings, LLC, by Bettis C. Rainsford, its sole member, sign, seal and as his act and deed deliver the within-written deed; and that she with Carolyn Rudd witnessed the execution thereof.

Sworn to before me this 30th
Day of June, 2015

Carolyn A. Rudd (Seal)

Notary Public for South Carolina

My Commission Expires: March 4, 2024

[Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF _____)

AFFIDAVIT

Page 1 of 2

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Town of Edgefield
bearing Edgefield County Tax Map Number 137-03-03-018-000, was transferred
by Rainsford Holdings, LLC to
Plantation House, LLC on June 30, 2015

3. Check one of the following: The deed is

- (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) ☒ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of \$500,000
- (b) _____ The fee is computed on the fair market value of the realty which is _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes ☒ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: \$500,000

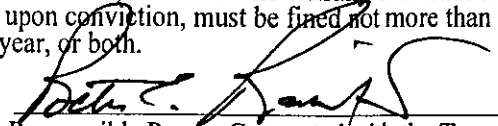
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$500,000
- (b) Place the amount listed in item 5 above here: \$500,000
- (If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$0

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \$0

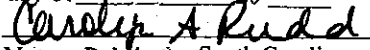
8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Sole Member of Grantor and Grantee

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 30th
day of June 20 15

Bettis C. Rainsford
Print or Type Name Here


Notary Public for South Carolina
My Commission Expires: March 4, 2024

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. @ Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, Avalue@ means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership@ is a partnership whose partners are all members of the same family. A family trust@ is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family@ means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity@ means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Gup's Hill Plantation, LLC
Case Number 15-04492-dd

Statement of Financial Affairs
Question 23.
Schedule of Withdrawals

Type	Date	Name	Memo	Amount	Comp.
General Journal	08/28/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	300.00	
General Journal	08/28/14	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
General Journal	09/02/14	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	09/02/14	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
General Journal	09/03/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
General Journal	09/11/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	300.00	
General Journal	09/12/14	Bettis C. Rainsford	Rent Turner Building - Jacquelynn Josey	425.00	
General Journal	09/25/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	200.00	
General Journal	09/30/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	100.00	
General Journal	10/01/14	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	10/02/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
General Journal	10/06/14	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
General Journal	10/06/14	Bettis C. Rainsford	Rent Turner Building - Jacquelynn Josey	425.00	
General Journal	10/06/14	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
General Journal	10/08/14	Bettis C. Rainsford	Rent Old Edgefield Grill	1,000.00	
General Journal	10/09/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	140.00	
General Journal	10/30/14	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
General Journal	11/02/14	Bettis C. Rainsford	Rent Old Edgefield Grill	1,000.00	
General Journal	11/03/14	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	11/03/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
General Journal	11/04/14	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
General Journal	11/06/14	Family Dentistry	Family Dentistry	783.50	
General Journal	11/06/14	Barnes Oil & Propane	Barnes Oil & Propane	1,045.00	
Check	11/06/15	Edgefield Storage, LLC	Theodore Plair - Warehouse mowing	250.00	
Check	11/10/14	Kathryn S. Rainsford		500.00	
General Journal	11/10/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton	100.00	
Check	11/12/14	Bettis C. Rainsford		4,500.00	
Check	11/14/14	Bettis C. Rainsford		1,500.00	
Check	11/17/14	Bettis C. Rainsford		1,500.00	
General Journal	11/17/14	Family Dentistry	Family Dentistry	308.00	
General Journal	11/18/14	U-Haul	U-Haul for KSR	5.68	
General Journal	11/19/14	U-Haul	U-Haul for KSR	250.84	
General Journal	11/20/14	U-Haul	U-Haul for KSR	47.94	

Check	11/21/14	Bettis C. Rainsford			1,000.00
General Journal	11/24/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton		100.00
General Journal	12/01/14	Bettis C. Rainsford	Rent Bay Cottage - Singleton		400.00
General Journal	12/01/14	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell		400.00
General Journal	12/01/14	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem		500.00
General Journal	12/03/15	Bettis C. Rainsford	Rent Turner Building - Padgett		300.00
Check	12/05/14	Folk-Mercantile LLC			4,800.00
Check	12/09/14	Bettis C. Rainsford			1,000.00
General Journal	12/09/14	Bettis C. Rainsford	Rent Old Edgefield Grill		1,000.00
General Journal	12/09/14	Bettis C. Rainsford	Rent Turner Building - Jacquelyn J Josey		425.00
General Journal	12/17/14	Willcox Inn	Willcox Inn		80.89
Check	12/19/14	Bettis C. Rainsford			1,000.00
Check	12/22/14	Kathryn S. Rainsford			1,000.00
Check	12/31/14	Bettis C. Rainsford			1,000.00
General Journal	01/05/15	Bettis C. Rainsford	Rent Thomas Property - Stephen Ferrell		400.00
General Journal	01/05/15	Bettis C. Rainsford	Rent Goodin House - Robert Singleton		400.00
General Journal	01/05/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem		500.00
General Journal	01/06/15	Bettis C. Rainsford	Rent Turner Building - Padgett		300.00
General Journal	01/12/15	Bettis C. Rainsford	Rent Old Edgefield Grill		1,000.00
General Journal	01/13/15	Bettis C. Rainsford	BCR Amex Payment		2,478.52
General Journal	01/20/15	Family Dentistry	BCR Crown		667.50
Check	01/23/15	Bettis C. Rainsford			1,000.00
Check	01/26/15	Bettis C. Rainsford			3,000.00
General Journal	01/27/15	Chef Bobs	Chef Bob's		13.00
General Journal	01/28/15	Park Row	Park Row		38.79
Check	01/29/15	Edgefield Land Company			2,000.00
General Journal	01/30/15	Auto-Owners	Insurance for Edgefield Storage		2,267.00
General Journal	01/31/15	Bettis C. Rainsford	Office Management		(3,750.00) *
General Journal	02/02/15	Bettis C. Rainsford	Rent Goodin House - Singleton		400.00
General Journal	02/02/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem		500.00
General Journal	02/03/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell		400.00
General Journal	02/04/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton		192.00
Check	02/05/15	Kathryn S. Rainsford			250.00
Check	02/10/15	Kathryn S. Rainsford			500.00
General Journal	02/12/15	Bettis C. Rainsford	Rent Turner Building - Padgett		300.00
General Journal	02/17/15	Family Dentistry	Family Dentistry		667.50
Deposit	02/20/15	Bettis C. Rainsford	Marie & Cash for Computer repair		86.00
Check	02/23/15	Edgefield Land			2,000.00
Check	02/25/15	Kathryn S. Rainsford			300.00
Check	02/25/15	Bettis C. Rainsford			1,000.00
General Journal	02/28/15	Bettis C. Rainsford	Office Management		(3,750.00) *
General Journal	03/02/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell		400.00
General Journal	03/02/15	Bettis C. Rainsford	Rent Goodin House - Singleton		400.00
General Journal	03/02/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem		500.00

Check	03/03/15	Kathryn S. Rainsford		1,000.00	
Check	03/04/15	SCE&G	KSR Electric	354.07	
Check	03/05/15	Bettis C. Rainsford, Jr.	Rent for KSR	700.00	
Check	03/05/15	Aiken Electric Cooperative	#4611-003 and 4611-01	1,072.71	
Check	03/09/15	Bettis C. Rainsford		1,000.00	
General Journal	03/11/15	Bettis C. Rainsford	Rent Turner Building - Jacquelyn Josey	425.00	
General Journal	03/16/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
Check	03/23/15	Bettis C. Rainsford		2,000.00	
Check	03/25/15	Bettis C. Rainsford		1,500.00	
General Journal	03/25/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	600.00	
Check	03/30/15	Edgefield Land		2,000.00	
Check	03/30/15	Bettis C. Rainsford, Jr.		1,500.00	
Check	03/30/15	Kathryn S. Rainsford		1,000.00	
General Journal	03/30/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
Check	03/31/15	Bettis C. Rainsford		2,763.75	
General Journal	03/31/15	Bettis C. Rainsford	Office Management	(3,750.00)	*
General Journal	04/01/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	04/03/15	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
General Journal	04/05/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
Check	04/08/15	Edgefield Storage, LLC		7,300.00	
Deposit	04/10/15	Edgefield Storage, LLC		4,000.00	
General Journal	04/13/15	Bettis C. Rainsford		300.00	
General Journal	04/15/15	Bettis C. Rainsford	Rent Turner Building - Padgett	2,000.00	
Check	04/28/15	Bettis C. Rainsford	Rent Old Edgefield Grill	2,000.00	
Check	04/28/15	Kathryn S. Rainsford		1,000.00	
Check	04/29/15	Bettis C. Rainsford		1,000.00	
General Journal	04/30/15	Bettis C. Rainsford	Office Management	(3,750.00)	*
General Journal	04/30/15	Edgefield County Historical Soc	Transfer of Loan Payable to BCR	10,461.25	
General Journal	05/01/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	05/04/15	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
Check	05/05/15	Edgefield Land Company		2,000.00	
Check	05/11/15	Bettis C. Rainsford		2,000.00	
General Journal	05/12/15	Bettis C. Rainsford	Amex for BCR	1,732.96	
Check	05/15/15	Bettis C. Rainsford		2,500.00	
General Journal	05/19/15	Bettis C. Rainsford	Rent Old Edgefield Grill	1,000.00	
General Journal	05/21/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
General Journal	05/28/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
Check	05/29/15	Bettis C. Rainsford		1,000.00	
Check	05/29/15	Kathryn S. Rainsford		1,000.00	
General Journal	05/31/15	Bettis C. Rainsford	Office Management	(3,750.00)	*
General Journal	06/01/15	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
General Journal	06/01/15	Bettis C. Rainsford	Office Management	(3,750.00)	*
Check	06/03/15	Bettis C. Rainsford, Jr.		2,000.00	
Check	06/03/15	Bettis C. Rainsford, Jr.		700.00	

Check	06/04/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	5,500.00	
General Journal	06/05/15	Bettis C. Rainsford		400.00	
Check	06/09/15	Bettis C. Rainsford		1,500.00	
Check	06/09/15	Edgefield Storage LLC		600.00	
Check	06/12/15	Kathryn S. Rainsford		200.00	
Check	06/15/15	Bettis C. Rainsford		1,000.00	
General Journal	06/16/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
Check	06/17/15	Folk-Mercantile LLC		1,200.00	
General Journal	06/19/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	292.00	
Check	06/22/15	Bettis C. Rainsford		2,000.00	
Check	06/24/15	Bettis C. Rainsford		1,500.00	
General Journal	06/26/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	356.00	
General Journal	07/03/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	368.00	
General Journal	07/10/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	332.00	
General Journal	07/13/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	07/13/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
General Journal	07/15/15	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
General Journal	07/17/15	Bettis C. Rainsford	Rent Bay Cottage - Singleton	208.00	
General Journal	07/21/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
Check	07/22/15	Edgefield Land Company		2,000.00	
General Journal	07/24/15	Auto-Owners	For ECHS policy	1,224.50	
General Journal	07/29/15	Bettis C. Rainsford	Rent Turner Building - Guardian Ad Litem	500.00	
General Journal	07/31/15	Bettis C. Rainsford	Office Management	(3,750.00) *	
General Journal	08/03/15	Bettis C. Rainsford	Rent Thomas House - Stephen Ferrell	400.00	
General Journal	08/05/15	Bettis C. Rainsford	Rent Goodin House - Singleton	400.00	
Check	08/11/15	Bettis C. Rainsford		4,000.00	
General Journal	08/13/15	Bettis C. Rainsford	Office Management	(1,875.00) *	
General Journal	08/18/15	Bettis C. Rainsford	Rent Turner Building - Padgett	300.00	
General Journal	08/18/15	Bettis C. Rainsford	Rent for the year for the Post Office	52,725.00	
General Journal	08/18/15	Bettis C. Rainsford	Rent taken by Atlanta Postal Credit Union	(52,725.00) **	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Bay Cottage	(180.00)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Goodin House	(479.49)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Industrial Park	(700.00)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Little House	(87.75)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Post Office	(1,347.25)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Old Edgefield Grill	(4,792.49)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Penn Building	(447.11)	
General Journal	08/18/15	Bettis C. Rainsford	Expenses for the year for Turner Building	(4,744.75)	
				101,733.56	(28,125.00)

* Management Fee expenses for Bettis C. Rainsford for the year have been accrued on the company's books but not paid.

** Atlanta Postal Credit Union has received all rent checks during this year.